

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Design Clinicals LLC		10/01/2007	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Design Clinicals, Inc.		
Street Address:	5200 Southcenter Blvd, Suite 250		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3235467	MEDSTRACKER	
CORRESPONDENCE DATA			
Fax Number:	(206)757-7025		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(206) 757-8025		
Email:	davedeits@dwt.com		
Correspondent Name:	David H. Deits		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 2:	Davis Wright Tremaine LLP		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	85788-5		
NAME OF SUBMITTER:	David H. Deits		

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Signature:	/DHD/
Date:	07/12/2011
Total Attachments: 9 source=Design Clinicals Articles of Merger#page1.tif source=Design Clinicals Articles of Merger#page2.tif source=Design Clinicals Articles of Merger#page3.tif source=Design Clinicals Articles of Merger#page4.tif source=Design Clinicals Articles of Merger#page5.tif source=Design Clinicals Articles of Merger#page6.tif source=Design Clinicals Articles of Merger#page7.tif source=Design Clinicals Articles of Merger#page8.tif source=Design Clinicals Articles of Merger#page9.tif	

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

DESIGN ACQUISITION, INC.

Whereby the name is changed to: DESIGN CLINICALS, INC.

WA Profit Corporation

UBI: 602-762-090

Filing Date: September 28, 2007

Effective Date: October 1, 2007

Merging Entities:

602-531-938

DESIGN CLINICALS L.L.C.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004580 FRAME: 0807

FILED
SECRETARY OF STATE
SAM REED

09/28/07

STATE OF WASHINGTON

09/28/07 1143955-001
\$60.00 K #25004
id:1373877

ARTICLES OF MERGER

**Design Clinicals LLC,
(UBI 602 531 938)**

a Washington limited liability company

with and into

Design Acquisition, Inc.

(UBI 602 762 090)

a Washington corporation

Pursuant to the provisions for merger contained in RCW 23B.11 of the Washington Business Corporation Act and RCW 25.15 of the Washington Limited Liability Company Act, the undersigned officer of Design Acquisition, Inc., a Washington corporation, the surviving entity of the merger, executes and files these Articles of Merger for the purpose of merging Design Clinicals, LLC, a Washington limited liability company (the "*Disappearing LLC*"), with and into Design Acquisition, Inc. (the "*Surviving Corporation*").

ARTICLE I PLAN OF MERGER

A copy of the Plan of Merger is attached hereto as Exhibit A.

ARTICLE II MEMBER AND SHAREHOLDER APPROVAL

The Plan of Merger was duly approved and adopted by the members of the Disappearing LLC in accordance with RCW 25.15.400 of the Washington Limited Liability Company Act.

Approval of the Plan of Merger by the shareholders of the Surviving Corporation was not required pursuant to RCW 23B.11.030(7) of the Washington Business Corporation Act.

Design Acquisition, Inc.
Articles of Merger
#633615 v1 / 30420-001

**TRADEMARK
REEL: 004580 FRAME: 0808**

ARTICLE III
ARTICLES OF INCORPORATION

Article I of the Surviving Corporation's Articles of Incorporation shall be amended to read as follows:

ARTICLE I
NAME

The name of the corporation (the "Corporation") shall be **DESIGN CLINICALS, INC.**

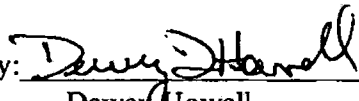
ARTICLE IV
EFFECTIVE DATE

The merger shall be effective as of 12:01 a.m. PST, October 1, 2007.

DATED: September 25, 2007

"Disappearing LLC"

DESIGN CLINICALS LLC
a Washington Limited Liability Company

By: 
Dewey Howell
Its Manager

"Surviving Corporation"

DESIGN ACQUISITION, INC.

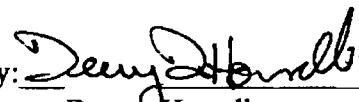
By: 
Dewey Howell
Its President

Exhibit A

PLAN OF MERGER

**Design Clinicals LLC,
(UBI 602 531 938)
a Washington limited liability company**

with and into

**Design Acquisition, Inc.
(UBI 602 762 090)
a Washington corporation**

THIS PLAN OF MERGER (the "Plan") is entered into as of September 20, 2007, between **Design Clinicals, LLC**, a Washington limited liability company (the "**LLC**") and **Design Acquisition, Inc.**, a Washington corporation (the "**Corporation**"). The LLC and the Corporation are sometimes referred to in this Plan as the "**Merging Entities**."

RECITALS

A. The LLC is a limited liability company organized and existing under the laws of the State of Washington.

B. The Corporation is a corporation organized and existing under the laws of the State of Washington.

C. The LLC and the Corporation have deemed it advisable and in the best interests of the LLC and the Corporation, respectively, and their respective members and directors, that pursuant to a transaction authorized by the laws of the State of Washington, the LLC be merged with and into the Corporation (the "**Merger**") with the Corporation being the survivor of the Merger and that Articles of Merger reflecting the Merger be filed with the Washington Secretary of State.

ACCORDINGLY, the parties agree as follows:

1. **MERGER; EFFECTIVENESS.** The LLC shall be merged with and into the Corporation, and the separate existence of the LLC shall cease. The Corporation as the surviving entity (sometimes referred to in this Plan as the "**Survivor**") shall continue its existence under the laws of the State of Washington, and upon and after the Merger the Corporation shall possess all the rights, privileges, immunities, powers, liabilities and obligations, whether of a public or private nature, of each of the Merging Entities, all with the effect set forth in RCW 23B.11.100 of the Washington Business Corporation Act and RCW 25.15.410 of the Washington Limited Liability Company Act. Without limiting the foregoing:

1.1. All of the right, title and interest of each of the Merging Entities in and to its assets, properties, claims, rights and interests of every kind, nature and description,

whether tangible or intangible, real, personal or mixed, contingent or fixed, and shall be taken and deemed to be vested in the Survivor without reversion or impairment and without any further instrument of transfer, conveyance or assignment or the undertaking or performance of any further act or deed;

1.2. All contracts, instruments, deeds, agreements, purchase orders, leases, licenses, permits, and authorizations affecting or relating to each Merging Entity shall continue unimpaired as affecting or relating to the Survivor;

1.3. All debts, liabilities and obligations of either Merging Entity, whether known or unknown, fixed or contingent, shall become the debts, liabilities and obligations of the Survivor; and

1.4. The effective date of the Merger shall be 12:01 a.m. PST, October 1, 2007 (the "*Effective Date*").

2. **ARTICLES OF INCORPORATION.** Article I of the Corporation's Articles of Incorporation shall be amended to read as follows:

ARTICLE I
NAME

1. The name of the corporation (the "*Corporation*") shall be
DESIGN CLINICALS, INC.

In all other respects, the Articles of Incorporation in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Survivor until the same shall be further altered, amended or repealed.

3. **BYLAWS.** The Bylaws of the Corporation in effect immediately prior to the Effective Date shall be the Bylaws of the Survivor until the same shall be further altered, amended or repealed, as provided in such Bylaws.

4. **DIRECTORS AND OFFICERS.** At the Effective Date, the directors and officers of the Corporation shall continue to serve in such capacities.

5. **CONVERSION OF OWNERSHIP INTERESTS.**

5.1. **The Corporation.** On the Effective Date, by virtue of the Merger and without any action on the part of the Corporation or its officers, directors or shareholder, all issued and outstanding units of ownership interest (the "*Units*") of the LLC shall be deemed to be automatically exchanged for shares of stock of the Corporation as follows:

(i) all Units of the LLC held by Dewey Howell immediately prior to the Effective Date shall be automatically exchanged for 4,177,500 shares of Common Stock of the Corporation;

- (ii) all Units of the LLC held by Dasein Howell immediately prior to the Effective Date shall be automatically exchanged for 4,177,500 shares of Common Stock of the Corporation;
- (iii) all Units of the LLC held by Charles Butler immediately prior to the Effective Date shall be automatically exchanged for 600,000 shares of Common Stock of the Corporation;
- (iv) all Units of the LLC held by Bakha Nurzhanov immediately prior to the Effective Date shall be automatically exchanged for 500,000 shares of Common Stock of the Corporation;
- (v) all Units of the LLC held by Matthew Neiditch immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (vi) all Units of the LLC held by Carol Neiditch immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (vii) all Units of the LLC held by Mary Jo Ludwig immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (viii) all Units of the LLC held by Lauren Holt immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (ix) all Units of the LLC held by Brett Daniel immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (x) all Units of the LLC held by Jonette Dobozy immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (xi) all Units of the LLC held by Dora Musielak immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;
- (xii) all Units of the LLC held by Shannon McKinney-Freeman immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;

(xiii) all Units of the LLC held by Chris Thompson immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;

(xiv) all Units of the LLC held by Gerry Rosellini immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;

(xv) all Units of the LLC held by Debbie Beecher immediately prior to the Effective Date shall be automatically exchanged for 50,000 shares of Common Stock of the Corporation;

5.2. **The LLC.** On the Effective Date, by virtue of the Merger and without any action on the part of the members or the managing member of the LLC, each outstanding Unit in the LLC shall be converted into shares of the stock of the Corporation in accordance with Section 5.1 above.

6. **RIGHTS, DUTIES, POWERS, LIABILITIES, ETC.** On the Effective Date, the separate existence of the LLC shall cease, and the LLC shall be merged in accordance with the provisions of this Plan with and into the Survivor, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties, obligations and liabilities of each of the Merging Entities; and all such things shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate or other property, or any interest in such property, vested by deed or otherwise in either of the Merging Entities, shall be vested in the Survivor without reversion or impairment. Any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against either Merging Entity, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Survivor may be substituted in any such action or proceeding.

7. **TERMINATION.** This Plan may be terminated for any reason at any time before the filing of Articles of Merger with the Washington Secretary of State (whether before or after approval by the members and shareholder of the Merging Entities, or either of them) by vote of the members of the LLC or the Board of Directors of the Corporation.

8. **AMENDMENT.** This Plan may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the members of the LLC in accordance with its Operating Agreement or by the Board of Directors of the Corporation; *provided, however,* that this Plan may not be amended or supplemented after having been approved by the members of the LLC and the shareholders of the Corporation except by a vote or consent of such members and shareholder in accordance with applicable law.

9. IMPLEMENTATION.

9.1. Member and Shareholder Approval. Each of the Merging Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.

9.2. Articles of Merger. After approval, the proper officers of the Survivor shall cause to be prepared, and shall execute and cause to be filed with the Washington Secretary of State, Articles of Merger in the form contemplated by RCW 23B.11.090 of the Washington Business Corporation Act to effect and implement the Merger of the Merging Entities as adopted by this Plan.

9.3. Further Acts. If at any time the Survivor shall consider or be advised that any further assignment or assurance in law is necessary or desirable to evidence the succession to and vesting in the Survivor of the title to any property of the Merging Entities, or the exercise and enjoyment of rights, privileges, powers, immunities and franchises of the Merging Entities, the proper officers and directors of the Survivor shall execute, deliver and, where required, file such further instruments and assurances in law and do all things necessary or proper thus to vest such property or rights in the Survivor, and otherwise to carry out the purposes of this Plan of Merger.

DATED as of the date set forth above.

Design Acquisition, Inc.
a Washington Corporation

Design Clinicals, LLC
a Washington Limited Liability Company

By: _____
Dewey Howell
Its President

By: _____
Dewey Howell
Its Manager